HOUSE - ~~Insurance INFO + OLD BILLS~~
~~BILLS~~ ~~(SEE INSURANCE)~~ DEEDS-OLD

Betty Jane Keim

BETTY JANE KEIM —Notary Public
Reading. Berks County, Pa.
My Commission expires september 30,1972

State of
County of

On this, the day of , 19 , before me, the undersigned officer, personally appeared , who acknowledged himself to be the president of , a corporation, and that he as such president, being authorized to do so, executed the within deed for the purposes therein contained by signing the name of the corporation by himself as president.

In Witness Whereof I hereunto set my hand and official seal.

Penn Title Insurance Co.
Policy No. 32712

No. 06823 365

DEED

1550

MAIL

FRANK M. HUMPHREYS and ELIZABETH H. HUMPHREYS, his wife

to

HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife

Premises Township of Cumru, County of Berks and State of Pennsylvania

JUL 1 8 49 AM 1969
RECORDER OF DEEDS
BERKS COUNTY, PA.

Henry M. Koch, Esq.
of
McGavin, DeSantis & Koch
THE M. D. K. BUILDING
217 NORTH SIXTH STREET
Reading, Pennsylvania

65

St. 21.
Fed 21.

Recorded in the Office for Recording of Deeds in and for the County of Berks
in Deed Book No. 1550 page 365 &c.

Witness my hand and seal of office this 1st day of July Anno Domini 1969

J. Edgar Hilgendorf
Recorder

State of PENNSYLVANIA VOL 1550 PAGE 368
County of BERKS

On this, the 27th day of June, 1969, before me, the undersigned officer, personally appeared FRANK M. HUMPHREYS and ELIZABETH H. HUMPHREYS, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within deed, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Betty Jane Keim
BETTY JANE KEIM —Notary Public
Reading. Berks County, Pa.
My Commission expires september 30,1972

State of
County of

On this, the day of , 19 , before me, the undersigned officer, personally appeared , who acknowledged himself to be the president of , a corporation, and that he as such president, being authorized to do so, executed the within deed for the purposes therein contained by signing the name of the corporation by himself as president.

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DEED

FRANK M. HUMPHREYS and ELIZABETH H. HUMPHREYS, his wife

to

HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife

Premises Township of Cumru,
County of Berks and
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217 NORTH SIXTH STREET
Reading, Pennsylvania

65

St. 21.
Twp 21.

Recorded in the Office for Recording of Deeds in and for the County of Berks
in Deed Book No. 1550 page 365 &c.

This Deed, made the — 27th — day of June

in the year one thousand nine hundred and sixty-nine (1969)

Between FRANK M. HUMPHREYS and ELIZABETH H. HUMPHREYS, his wife, of Cumru Township, Berks County, Pennsylvania

, hereinafter called grantor,

and HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife,

, hereinafter called grantee,

Witnesseth that grantor, intending to be legally bound hereby,

hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by this deed does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto grantee

ALL THAT CERTAIN lot or piece of ground situate on the southern side of Mountain View Road, leading from Grill to Morgantown Road, in the Township of Cumru, County of Berks and State of Pennsylvania, being lot No. 8, in the Development of Cheriton Place, Section No. 1, as laid out on a map or plan of building lots by Frank M. Humphreys and revised in March 1962, the aforesaid map or plan is recorded in the office of the Recorder of Deeds, in and for Berks County, at Reading, Pennsylvania, in Plan Book Volume 24, Page 34, bounded on the North by Mountain View Road (60 ft. wide), on the East by lot No. 9, on the southeast by property belonging to now or late Reading Flowers, Inc., and on the West by residue property belonging to Frank M. Humphreys and Elizabeth H. Humphreys, his wife and lot No. 7, being more fully bounded and described as follows, to wit:

BEGINNING at a corner in the southern building line of Mountain View Road, (60 ft. wide), said corner being the northwestern corner of the herein described property, said corner being a distance of forty one and twenty six one hundredths (41.26') feet measured in an easterly direction from a marble stone at a point of curve; thence continuing in an easterly direction along the aforesaid Mountain View Road by a curve bearing to the right having a radius of two thousand nine hundred eighty four and forty six one hundredths feet (2,984.46'), a central angle of two degrees forty one minutes sixteen seconds (2° 41' 16"), a tangent distance of seventy and one one hundredths feet (70.01') and a distance along the arc of one hundred forty feet (140.00') to a corner; thence leaving the aforesaid Mountain View Road in a southerly direction along lot No. 9, a distance of three hundred and four one hundredths feet (300.04') to a corner in line of property belonging to now or late Reading Flowers, Inc.; thence along the same in a southwesterly direction forming an interior angle of one hundred twenty four degrees two minutes forty eight seconds (124° 02' 48") with the last described line, crossing a thirty feet (30') wide reservation for water course, a distance of one hundred forty seven and forty one one hundredths feet (147.41') to a corner; thence along residue property belonging to Frank

, hereinafter called grantor,

and HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife,

, hereinafter called grantee,

Witnesseth that grantor, intending to be legally bound hereby,

hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by this deed does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto grantee

ALL THAT CERTAIN lot or piece of ground situate on the southern side of Mountain View Road, leading from Grill to Morgantown Road, in the Township of Cumru, County of Berks and State of Pennsylvania, being lot No. 8, in the Development of Cheriton Place, Section No. 1, as laid out on a map or plan of building lots by Frank M. Humphreys and revised in March 1962, the aforesaid map or plan is recorded in the office of the Recorder of Deeds, in and for Berks County, at Reading, Pennsylvania, in Plan Book Volume 24, Page 34, bounded on the North by Mountain View Road (60 ft. wide), on the East by lot No. 9, on the southeast by property belonging to now or late Reading Flowers, Inc., and on the West by residue property belonging to Frank M. Humphreys and Elizabeth H. Humphreys, his wife and lot No. 7, being more fully bounded and described as follows, to wit:

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CONTAINING forty four thousand nine hundred eighty three and thirty eighty one hundredths (44,983.38) Square Feet.

BEING a portion of the same property which Alfred D. Williams, Jr. and Joan B. Williams, his wife, granted and conveyed unto Frank M. Humphreys and Elizabeth H. Humphreys, his wife, by Deed dated the 28th Day of July 1952 and recorded in the Office of the Recorder of Deeds, in and for Berks County, at Reading, Pennsylvania, in Deed Book Volume 1107, Page 574, the actual consideration of the within deed is two thousand one hundred dollars.

Realty Transfer Tax paid on $ 2100.00

Governor Mifflin School Dist. . . . . $ 10.50

30 Cumru Twp $ 10.50

21 $

BELL

Collector

COMMONWEALTH OF PENNSYLVANIA
REAL ESTATE TRANSFER TAX
20 DOLLARS

COMMONWEALTH OF PENNSYLVANIA
REAL ESTATE TRANSFER TAX
1 DOLLAR

Realty Transfer Tax paid on $ 2100.00

Governor Mifflin School Dist. . . . . $ 10.50

30

21

Cumru Twp $ 10.50

$

BELL

Collector

COMMONWEALTH OF PENNSYLVANIA
REAL ESTATE TRANSFER ·TAX·
20 DOLLARS

COMMONWEALTH OF PENNSYLVANIA
REAL ESTATE TRANSFER ·TAX·
1 DOLLAR

Together with all and singular improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appurtaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property and demand whatsoever of grantor, as well at law as in equity, of, in and to the same;

To Have and to Hold unto grantee to and for the only proper use and behoof of grantee forever as tenants by the entireties.

and

grantor does hereby covenant to warrant specially

the property hereby conveyed, it being understood that the words grantor and grantee wherever occurring herein include singular, plural, masculine, feminine and neuter parties,

In Witness Whereof grantor has caused this Deed to be duly executed.

Henry M. Koch.

Frank M. Humphreys
Frank M. Humphreys (Seal)

Elizabeth H. Humphreys
Elizabeth H. Humphreys (Seal)

To Have and to Hold unto grantee to and for the only proper use and behoof of grantee forever as tenants by the entireties.

and

grantor does hereby covenant to warrant specially

the property hereby conveyed, it being understood that the words grantor and grantee wherever occurring herein include singular, plural, masculine, feminine and neuter parties,

In Witness Whereof grantor has caused this Deed to be duly executed.

Henry M. Koch

Frank M. Humphreys (Seal)

Elizabeth H. Humphreys (Seal)

I hereby certify that the precise address of the grantee herein is:

94 Mull avenue, Sinking Spring, Pa.

Attorney for Grantee

VOL 1550 PAGE 367

Mortgage

This Indenture Made This 18th day of August, 1971, between HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife, of R. D. #1, Reading, County of Berks, and State of Pennsylvania,

hereinafter called the "Mortgagor", and BANK OF PENNSYLVANIA, a Pennsylvania corporation having its principal office in the City of Reading, Berks County, Pennsylvania, hereinafter called the "Mortgagee".

Whereas, the Mortgagor under a Bond bearing even date herewith is bound unto the Mortgagee in the penal sum of ----- Fourteen Thousand Dollars ------------------------ ~~Dollars~~ ($14,000.00), lawful money of the United States, conditioned that the Mortgagor shall pay to the Mortgagee the just sum of -------------- Seven Thousand Dollars ------------------------ ~~Dollars~~ ($ 7,000.00), lawful money as aforesaid, with interest at the rate of seven per cent (7 %) per annum, as follows: Sixty Two and 92/100 --Dollars ($ 62.92) on or before September 17, 1971, and a like amount monthly thereafter, and the balance of principal and interest then remaining unpaid at the expiration of fifteen (15) years from the date thereof, the said installments to be applied first to interest on the unpaid balance of principal and the balance thereof to be applied on account of principal.

~~The Mortgagor hereby agrees that the aforesaid monthly payment shall include interest at the rate of~~XXXXXXXXXXXXXX~~per cent~~ XXXX~~%) per annum on the unpaid balance of principal, together with a premium for the privilege of being granted this loan at the rate of~~XXXXXXXXXXXXX~~per cent (~~XXXX~~%) per annum on the unpaid balance of principal,~~XX

and shall perform all of the other provisions of said Bond and this Mortgage, as therein set forth.

Now, this Indenture Witnesseth that the Mortgagor, in consideration of the principal indebtedness, and to secure the payment thereof and all other sums due or to become due under said Bond and this Mortgage and the performance of all of the other provisions hereof and of said Bond on the part of the Mortgagor to be performed, does hereby grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee:

ALL THAT CERTAIN lot or piece of ground situate on the southern side of Mountain View Road, leading from Grill to Morgantown Road, in the Township of Cumru, County of Berks and State of Pennsylvania, being Lot No. 8, in the Development of Cheriton Place, Section No. 1, as laid out on a map or plan of building lots by of Reading, Berks County, Pennsylvania, hereinafter called the "Mortgagee".

Whereas, the Mortgagor under a Bond bearing even date herewith is bound unto the Mortgagee in the penal sum of -----

Fourteen Thousand Dollars ------------------------ ~~Dollars~~ ($14,000.00),

lawful money of the United States, conditioned that the Mortgagor shall pay to the Mortgagee the just sum of -------------

Seven Thousand Dollars --------------------------- ~~Dollars~~ ($ 7,000.00),

lawful money as aforesaid, with interest at the rate of seven per cent (7 %)

per annum, as follows: Sixty Two and 92/100 ----------------------------------

-- Dollars ($ 62.92)

on or before September 17, 1971 , and a like amount monthly

thereafter, and the balance of principal and interest then remaining unpaid at the expiration of fifteen (15)

years from the date thereof, the said installments to be applied first to interest on the unpaid balance of principal and the balance thereof to be applied on account of principal.

~~The Mortgagor hereby agrees that the aforesaid monthly payment shall include interest at the rate of XXXXXXXXXXXXXXX per cent (XXXX%) per annum on the unpaid balance of principal, together with a premium for the privilege of being granted this loan at the rate of XXXXXXXXXXXXXXX per cent (XXXXX%) per annum on the unpaid balance of principal,XX~~

and shall perform all of the other provisions of said Bond and this Mortgage, as therein set forth.

Now, this Indenture Witnesseth that the Mortgagor, in consideration of the principal indebtedness, and to secure the payment thereof and all other sums due or to become due under said Bond and this Mortgage and the performance of all of the other provisions hereof and of said Bond on the part of the Mortgagor to be performed, does hereby grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee:

ALL THAT CERTAIN lot or piece of ground situate on the southern side of Mountain View Road, leading from Grill to Morgantown Road, in the Township of Cumru, County of Berks and State of Pennsylvania, being Lot No. 8, in the Development of Cheriton Place, Section No. 1, as laid out on a map or plan of building lots by Frank M. Humphreys and revised in March, 1962, the aforesaid map or plan is recorded in the office of the Recorder of Deeds, in and for Berks County, at Reading, Pennsylvania, in Plan Book Volume 24, Page 34, bounded on the North by Mountain View Road (60 ft. wide), on the East by Lot No. 9, on the southeast by property belonging to now or late Reading Flowers, Inc., and on the West by residue property belonging to Frank M. Humphreys and Elizabeth H. Humphreys, his wife and Lot No. 7, being more fully bounded and described as follows,to wit:

BEGINNING at a corner in the southern building line of Mountain View Road, (60 ft. wide), said corner being the northwestern corner of the herein described property, said corner being a distance of forty one and twenty six one hundredths (41.26') feet measured in an easterly direction from a marble stone at a point of curve;

thence continuing in an easterly direction along the aforesaid Mountain View Road by a curve bearing to the right having a radius of two thousand nine hundred eighty four and forty six one hundredths feet (2,984.46'), a central angle of two degrees forty one minutes sixteen seconds (2° 41' 16"), a tangent distance of seventy and one one hundredths feet (70.01') and a distance along the arc of one hundred forty feet (140.00') to a corner;

thence leaving the aforesaid Mountain View Road in a southerly direction along Lot No. 9, a distance of three hundred and four one hundredths feet (300.04') to a corner in line of property belonging to now or late Reading Flowers, Inc.;

thence along the same in a southwesterly direction forming an interior angle of one hundred twenty four degrees two minutes forty eight seconds (124° 02' 48") with the last described line, crossing a thirty feet (30') wide reservation for water course, a distance of one hundred forty seven and forty one one hundredths feet (147.41') to a corner;

thence along residue property belonging to Frank M. Humphreys and Elizabeth H. Humphreys, his wife, and along Lot No. 7 in a northerly direction forming an interior angle of fifty eight degrees thirty eight minutes twenty eight seconds (58° 38' 28") with the last described line recrossing the aforesaid thirty feet (30') wide reservation for water course, a distance of three hundred seventy nine and seventy one one hundredths feet (379.71') to the place of Beginning.

CONTAINING forty four thousand nine hundred eighty three and thirty eight one hundredths (44,983.38) square feet.

IT BEING THE SAME PREMISES which Frank M. Humphreys and Elizabeth H. Humphreys, his wife, granted and conveyed to Hugh M. Quigley and Elizabeth H. Quigley, his wife, by their deed dated 6/27/1969 and recorded in Deed Book Volume 1550, page 365, Berks County Records.

And the Mortgagor Hereby Further Covenants and Agrees as Follows:

1. The Mortgagor shall, if requested by the Mortgagee, also pay to the Mortgagee, concurrently with the aforesaid installments of principal and interest, installments on account of the annual taxes and water rents and sewer rents assessed or to be assessed against the mortgaged premises and the premiums on all policies of insurance held by the Mortgagee pursuant to the provisions of paragraph 4 hereof, in amounts sufficient to permit the Mortgagee to pay said taxes, water rents, sewer rents and insurance premiums as and when they become due. Such installment payments may be used by the Mortgagee for the purposes designated at such time or times as the Mortgagee in its sole discretion may determine and be held and accumulated by the Mortgagee in a common escrow account, and any income therefrom may be retained and used by the Mortgagee for its own benefit.

2. In the event that any of the aforesaid payments of principal, interest, taxes, water rents and sewer rents and insurance shall become overdue for a period in excess of fifteen (15) days, the Mortgagor shall pay to the Mortgagee a "late charge" in such amount as the Mortgagee may fix from time to time to cover the extra expense involved in handling delinquent payments.

3. The Mortgagor shall pay before they shall become delinquent or shall procure the discharge or release of, all taxes (including, but not limited to real etsate, corporate, sales and unemployment taxes), water and sewer rents, charges, claims, assessments, liens and encumbrances now or hereafter assessed which with respect to the mortgaged premises shall or might have priority in lien or payment to the indebtedness secured by this Mortgage, and shall exhibit the receipts for the same to the Mortgagee on or before December 1 of each year, provided that the exhibition to Mortgagee of said receipts are waived when Mortgagee has paid said taxes and rents as provided aforesaid.

4. The Mortgagor shall keep all buildings and improvements now or hereafter erected upon the mortgaged premises insured for the benefit of the Mortgagee against loss by fire and other casualties and hazards required by the Mortgagee, upon terms and in companies and amounts satisfactory to the Mortgagee, and shall assign and deliver all such policies of

and one one hundredths feet (70.01') and a distance along the arc of one hundred forty feet (140.00') to a corner;

minutes twenty eight seconds (58° 38' 28") with the last described line,

Together with all and singular the buildings, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders and rents, issues and profits thereof. AND ALSO TOGETHER with all and singular the fixtures, appliances, property, and equipment appurtenant thereto or used in connection therewith which is built-in or otherwise affixed or attached to the building, including, but not limited to, heating, plumbing, cooking, lighting, laundry, ventilating, air conditioning and refrigerating equipment, awnings, blinds, dishwashers, screens, storm sash, kitchen cabinets, mirrors, mantels, and all fixtures, appliances, machinery, equipment and other property of every kind and description now or hereafter installed in the aforesaid premises.

To have and to hold the aforesaid Premises, Property and Hereditaments, hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the Mortgagee, to and for the only proper use and behoof of the Mortgagee, forever.

Provided always, that if the Mortgagor shall promptly pay all sums becoming due under said Bond and this Mortgage and shall perform all the other provisions herein and in said Bond contained, then the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

And the Mortgagor Hereby Further Covenants and Agrees as Follows:

1. The Mortgagor shall, if requested by the Mortgagee, also pay to the Mortgagee, concurrently with the aforesaid installments of principal and interest, installments on account of the annual taxes and water rents and sewer rents assessed or to be assessed against the mortgaged premises and the premiums on all policies of insurance held by the Mortgagee pursuant to the provisions of paragraph 4 hereof, in amounts sufficient to permit the Mortgagee to pay said taxes, water rents, sewer rents and insurance premiums as and when they become due. Such installment payments may be used by the Mortgagee for the purposes designated at such time or times as the Mortgagee in its sole discretion may determine and be held and accumulated by the Mortgagee in a common escrow account, and any income therefrom may be retained and used by the Mortgagee for its own benefit.

2. In the event that any of the aforesaid payments of principal, interest, taxes, water rents and sewer rents and insurance shall become overdue for a period in excess of fifteen (15) days, the Mortgagor shall pay to the Mortgagee a "late charge" in such amount as the Mortgagee may fix from time to time to cover the extra expense involved in handling delinquent payments.

3. The Mortgagor shall pay before they shall become delinquent or shall procure the discharge or release of, all taxes (including, but not limited to real etsate, corporate, sales and unemployment taxes), water and sewer rents, charges, claims, assessments, liens and encumbrances now or hereafter assessed which with respect to the mortgaged premises shall or might have priority in lien or payment to the indebtedness secured by this Mortgage, and shall exhibit the receipts for the same to the Mortgagee on or before December 1 of each year, provided that the exhibition to Mortgagee of said receipts are waived when Mortgagee has paid said taxes and rents as provided aforesaid.

4. The Mortgagor shall keep all buildings and improvements now or hereafter erected upon the mortgaged premises insured for the benefit of the Mortgagee against loss by fire and other casualties and hazards required by the Mortgagee, upon terms and in companies and amounts satisfactory to the Mortgagee, and shall assign and deliver all such policies of insurance to the Mortgagee as additional security. The Mortgagee may settle all claims under all such policies and may demand, receive and receipt for all moneys becoming payable thereunder. The proceeds under any policy shall be paid by the insurer to the Mortgagee, and the Mortgagee in its sole discretion may apply the amount so collected, or any part thereof, toward the payment of the principal indebtedness and other sums convenanted by the Mortgagor to be paid hereunder, whether or not then due and payable, together with interest thereon, or toward the alteration, reconstruction, repair or restoration of the damaged portion of the mortgaged premises or any portion thereof.

5. The Mortgagor shall keep the mortgaged premises and improvements thereon in good condition and repair, and shall not remove, demolish or materially alter the buildings or improvements on the mortgaged premises, nor commit or suffer waste with respect thereto. The Mortgagor shall comply with all laws, rules, regulations and ordinances made or promulgated by lawful authority which may now or hereafter become applicable to the mortgaged premises. The Mortgagor shall permit the Mortgagee's agents at any reasonable time and from time to time to enter upon the mortgaged premises and the buildings and improvements thereon erected for the purpose of inspecting and appraising the same. The Mortgagor shall not take or permit any action with respect to the mortgaged premises which will in any manner impair the security of this Mortgage.

6. In the event of the failure of the Mortgagor to pay the taxes, water and sewer rents, charges, claims, assessments, liens, or encumbrances described in paragraph 3 hereof, or to furnish and pay for the insurance as set forth in paragraph 4 hereof, or to keep the mortgaged premises in good condition and repair as provided in paragraph 5 hereof, the Mortgagee may, at its option, pay any or all such items, together with penalties and interest thereon, and procure and pay for such insurance and repairs; and the Mortgagee may at any time and from time to time advance such additional sum or sums as the Mortgagee in its sole discretion may deem necessary to protect the security of this Mortgage. All such items so paid or advanced by the Mortgagee shall immediately and without demand be repaid by the Mortgagor to the Mortgagee, together with a service charge of two per cent (2%), and in the event that Mortgagor fails to promptly repay Mortgagee, said sums advanced, together with the aforesaid service charges, then said amounts shall be added to the principal indebtedness secured by this Mortgage. The production of a receipt by the Mortgagee shall be conclusive proof of a payment or advance authorized hereby, and the amount and validity thereof.

7. The Mortgagor shall, if requested by the Mortgagee, and whether or not there shall be any default under this Mortgage or said Bond, assign to the Mortgagee, as additional security, any and all leases now existing or hereafter created, covering any part of the mortgaged premises; and the Mortgagor hereby assigns and transfers to the Mortgagee any and all rents now or hereafter issuing from the mortgaged premises, and agrees that the Mortgagee may collect and apply the same to the payment of any sum required to be paid by the Mortgagor under said Bond or this Mortgage, in such order of priority as Mortgagee in its sole discretion may determine.

8. The security of this Mortgage shall extend to and cover any additional loans made by the Mortgagee to the Mortgagor at any time or times hereafter, provided that no such loans shall exceed in the aggregate the original amount of this Mortgage.

9. If the Mortgagee retains the services of counsel in order to cure any default under this Mortgage or said Bond, an attorney's commission amounting to ten per cent (10%) of the principal indebtedness, but in no event less than the sum of One Hundred Dollars ($100.), shall be payable by the Mortgagor to the Mortgagee and shall be secured hereby. The Mortgagor shall pay the cost of title search and all other costs incurred by the Mortgagee in connection with proceedings to recover any sums secured hereby. The Mortgagor shall also pay all costs in connection with the satisfaction of this Mortgage of record.

10. If the Mortgagor shall fail to pay any sum required to be paid by the Mortgagor under said Bond or this Mortgage within thirty (30) days after the same becomes due and payable, or if the Mortgagor shall fail to perform any other provision hereof or of said Bond on the part of the Mortgagor to be performed, or shall transfer either legal or equitable title to the mortgaged premises without the prior written approval of the Mortgagee, then in any such event, at the option of the Mortgagee: (a) the Mortgagee may apply on account of the indebtedness hereby secured the balance of accumulated installment payments made by the Mortgagor for taxes, water rents, sewer rents and insurance premiums under paragraph 1 hereof; (b) the whole unpaid balance of the principal indebtedness, together with all interest thereon and all other sums hereby secured, shall become due and payable immediately, without notice to the Mortgagor, and shall be recoverable by the Mortgagee forthwith or at any time or times thereafter, without stay of execution or other process; (c) the Mortgagee may take possession of the mortgaged premises as provided in paragraph 11 hereof; and (d) the Mortgagee may forthwith exercise all other rights and remedies provided in this Mortgage and in said Bond, or which may be available to the Mortgagee by law, and all such rights and remedies shall be cumulative and concurrent and may be pursued singly, successively or together, at the Mortgagee's sole discretion, and may be exercised as often as occasion therefor shall occur.

11. If the Mortgagee shall take possession of the mortgaged premises as provided in paragraph 10 hereof, the Mortgagee may: (a) hold, manage, operate and lease the same, to the Mortgagor or any other person or persons, on such terms and for such periods of time as the Mortgagee may deem proper, and the provisions of any lease made by the Mortgagee pursuant hereto shall be valid and binding upon the Mortgagor notwithstanding the fact that the Mortgagee's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; (b) make such alterations, additions, improvements, renovations, repairs and replacements thereto as the Mortgagee may deem proper; (c) demolish any part or all of the improvements situate upon the mortgaged premises which in the judgment of the Mortgagee may be in unsafe condition and dangerous to life and property; (d) remodel such improvements so as to make the same available in whole or in part for business purposes or multiple dwelling purposes; and (e) collect the rents, issues and profits arising from the mortgaged premises, past due and thereafter becoming due, and apply the same, in such order of priority as the Mortgagee may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the mortgaged premises and all other sums or charges required to be paid by the Mortgagor hereunder. In addition to the payment of such charges and commissions, the Mortgagee shall be entitled to retain five per cent (5%) of such rents, issues and profits in payment for the services of the Mortgagee in relation to the premises. All moneys advanced by the Mortgagee for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by the Mortgagor to the Mortgagee, together with interest thereon at the rate of six per cent (6%) per annum, and in the event of failure to repay the same shall be added to the principal indebtedness hereby secured. The taking of possession and collection of rents by the Mortgagee as aforesaid shall not be construed to be affirmation of any lease of the mortgaged premises or any part thereof, and the Mortgagee or any other purchaser at any foreclosure sale may (if otherwise entitled to do so) exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.

~~12. If during the first five (5) years of the term of this Mortgage, Mortgagor should pay in any one year more than fifteen per cent (15%) of the original amount of this Mortgage including the regular principal payments required under the terms of this Mortgage, the Mortgagee shall charge a two per cent (2%) prepayment penalty based on the original principal amount of this Mortgage; provided, however, that such penalty shall be non-cumulative.~~

13. For the purpose of procuring possession of the mortgaged premises in the event of any default hereunder or under said Bond, the Mortgagor hereby authorizes and empowers any attorney of any Court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor, to sign an agreement for entering in any competent Court an amicable action in ejectment for possession of the mortgaged premises and to appear for and confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, for the recovery by the Mortgagee of possession of the same, without any stay of execution, for which this Mortgage, or a copy thereof verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever. The Mortgagor hereby releases the Mortgagee from all errors and defects whatsoever in entering such action and judgment and in causing such writ or writs to be issued, and hereby agrees that no writ of error, appeal, petition to open or strike off judgment, or other objection shall be filed or made with

any and all rents now or hereafter issuing from the mortgaged premises, and agrees that the Mortgagee may collect and apply the same to the payment of any sum required to be paid by the Mortgagor under said Bond or this Mortgage, in such order of priority as Mortgagee in its sole discretion may determine.

8. The security of this Mortgage shall extend to and cover any additional loans made by the Mortgagee to the Mortgagor at any time or times hereafter, provided that no such loans shall exceed in the aggregate the original amount of this Mortgage.

9. If the Mortgagee retains the services of counsel in order to cure any default under this Mortgage or said Bond, an attorney's commission amounting to ten per cent (10%) of the principal indebtedness, but in no event less than the sum of One Hundred Dollars ($100.), shall be payable by the Mortgagor to the Mortgagee and shall be secured hereby. The Mortgagor shall pay the cost of title search and all other costs incurred by the Mortgagee in connection with proceedings to recover any sums secured hereby. The Mortgagor shall also pay all costs in connection with the satisfaction of this Mortgage of record.

10. If the Mortgagor shall fail to pay any sum required to be paid by the Mortgagor under said Bond or this Mortgage within thirty (30) days after the same becomes due and payable, or if the Mortgagor shall fail to perform any other provision hereof or of said Bond on the part of the Mortgagor to be performed, or shall transfer either legal or equitable title to the mortgaged premises without the prior written approval of the Mortgagee, then in any such event, at the option of the Mortgagee: (a) the Mortgagee may apply on account of the indebtedness hereby secured the balance of accumulated installment payments made by the Mortgagor for taxes, water rents, sewer rents and insurance premiums under paragraph 1 hereof; (b) the whole unpaid balance of the principal indebtedness, together with all interest thereon and all other sums hereby secured, shall become due and payable immediately, without notice to the Mortgagor, and shall be recoverable by the Mortgagee forthwith or at any time or times thereafter, without stay of execution or other process; (c) the Mortgagee may take possession of the mortgaged premises as provided in paragraph 11 hereof; and (d) the Mortgagee may forthwith exercise all other rights and remedies provided in this Mortgage and in said Bond, or which may be available to the Mortgagee by law, and all such rights and remedies shall be cumulative and concurrent and may be pursued singly, successively or together, at the Mortgagee's sole discretion, and may be exercised as often as occasion therefor shall occur.

11. If the Mortgagee shall take possession of the mortgaged premises as provided in paragraph 10 hereof, the Mortgagee may: (a) hold, manage, operate and lease the same, to the Mortgagor or any other person or persons, on such terms and for such periods of time as the Mortgagee may deem proper, and the provisions of any lease made by the Mortgagee pursuant hereto shall be valid and binding upon the Mortgagor notwithstanding the fact that the Mortgagee's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; (b) make such alterations, additions, improvements, renovations, repairs and replacements thereto as the Mortgagee may deem proper; (c) demolish any part or all of the improvements situate upon the mortgaged premises which in the judgment of the Mortgagee may be in unsafe condition and dangerous to life and property; (d) remodel such improvements so as to make the same available in whole or in part for business purposes or multiple dwelling purposes; and (e) collect the rents, issues and profits arising from the mortgaged premises, past due and thereafter becoming due, and apply the same, in such order of priority as the Mortgagee may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the mortgaged premises and all other sums or charges required to be paid by the Mortgagor hereunder. In addition to the payment of such charges and commissions, the Mortgagee shall be entitled to retain five per cent (5%) of such rents, issues and profits in payment for the services of the Mortgagee in relation to the premises. All moneys advanced by the Mortgagee for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by the Mortgagor to the Mortgagee, together with interest thereon at the rate of six per cent (6%) per annum, and in the event of failure to repay the same shall be added to the principal indebtedness hereby secured. The taking of possession and collection of rents by the Mortgagee as aforesaid shall not be construed to be affirmation of any lease of the mortgaged premises or any part thereof, and the Mortgagee or any other purchaser at any foreclosure sale may (if otherwise entitled to do so) exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.

~~12. If during the first five (5) years of the term of this Mortgage, Mortgagor would pay in any one year more than fifteen per cent (15%) of the original amount of this Mortgage including the regular principal payments required under the terms of this Mortgage, the Mortgagee shall charge a two per cent (2%) prepayment penalty based on the original principal amount of this Mortgage; provided, however, that such penalty shall be noncumulative.~~

13. For the purpose of procuring possession of the mortgaged premises in the event of any default hereunder or under said Bond, the Mortgagor hereby authorizes and empowers any attorney of any Court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor, to sign an agreement for entering in any competent Court an amicable action in ejectment for possession of the mortgaged premises and to appear for and confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, for the recovery by the Mortgagee of possession of the same, without any stay of execution, for which this Mortgage, or a copy thereof verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever. The Mortgagor hereby releases the Mortgagee from all errors and defects whatsoever in entering such action and judgment and in causing such writ or writs to be issued, and hereby agrees that no writ of error, appeal, petition to open or strike off judgment, or other objection shall be filed or made with respect thereto. If for any reason after such action has been commenced the same shall be discontinued or possession of the mortgaged premises shall remain in or be restored to the Mortgagor, the Mortgagee shall have the right for the same default or any subsequent default to bring one or more further amicable actions as above provided to recover possession of the mortgaged premises. The Mortgagee may bring such amicable action in ejectment before or after the institution of foreclosure proceedings upon this Mortgage, or after judgment thereon or on said Bond, or after a sale of the mortgaged premises by the Sheriff.

14. The granting of an extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or said Bond on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this Mortgage or said Bond or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

15. The Mortgagor waives and releases all laws, now in force or hereafter enacted, relating to exemption, appraisement or stay of execution.

16. In the event that there is more than one party named herein as Mortgagor or Mortgagee, the word "Mortgagor" or "Mortgagee" as the case may be, wherever occurring herein shall mean the plural. The obligation of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and its, his, her and their, and each of their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the Mortgagor has executed these presents the day and year first above written.

Sealed and Delivered in the presence of

Melvin Pollock

Warren W. Kruger

Hugh M. Quigley (Seal)
(Hugh M. Quigley)

Elizabeth H. Quigley (Seal)
(Elizabeth H. Quigley)

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BERKS : ss.

On the 18th day of August 1971, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared the above named HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife, and in due form of law acknowledged the above Mortgage to be their act and deed and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

My Commission expires: 4/27/1973

Warren W. Kruger
Notary Public

The address of the Mortgagee herein is Fifty North Fifth Street, Reading, Pennsylvania

Penn Title Insurance Co.
Policy No. 32712

Melvin Pollock
On behalf of the Mortgagee

1130 194

9850

Mortgage

HUGH M. QUIGLEY and
ELIZABETH H. QUIGLEY, his
wife,

TO

BANK OF PENNSYLVANIA

For $7,000.00

Dated

Secured Upon Premises situate in
Cumru Township, Berks
County, Pennsylvania.

AUG 24 2 10 PM 1971
RECORDER OF DEEDS
BERKS CNTY. PA.

The Within Mortgage Satisfied in Full
ATTEST
DATE July 24 1986

LEON A. MILLER, ESQ., of
WILLIAMSON, MILLER, MURRAY
and LINTON
Attorney-at-Law
542 Court Street
Reading, Pennsylvania

6.50

Recorded *in the Office for Recording of Deeds, in and for the County of* Berks

Melvin Pollock (Hugh M. Quigley)

Elizabeth H. Quigley Seal

(Elizabeth H. Quigley)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF BERKS : ss.

On the 18th day of August 1971, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared the above named HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife, and in due form of law acknowledged the above Mortgage to be their act and deed and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

My Commission expires: 1/27/1973

Notary Public

AUG 24 2 10 PM 1971 RECORDER OF DEEDS BERKS COUNTY, PA.

The address of the Mortgagee herein is Fifty North Fifth Street, Reading, Pennsylvania

Penn Title Insurance Co.

Policy No. 32712

Melvin Pollock

On behalf of the Mortgagee

9850

1130 194

6.50

Mortgage

HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife,

TO

BANK OF PENNSYLVANIA

For $ 7,000.00

Dated

Secured Upon Premises situate in Cumru Township, Berks County, Pennsylvania.

AUG 24 2 10 PM 1971 RECORDER OF DEEDS BERKS COUNTY, PA.

LEON A. MILLER, ESQ., of WILLIAMSON, MILLER, MURRAY and LINTON
Attorney-at-Law
542 Court Street
Reading, Pennsylvania

The Within Mortgage Satisfied in Full

Attest Patricia A Kohler

Date July 24 1986

Recorded in the Office for Recording of Deeds, in and for the County of Berks

in Mortgage Book No. 1130 page 194 &c.

Witness my hand and seal of Office

this 24 day of Aug, 1971

J Edgar Hilgendorf

Recorder

Bond and Warrant

Know all Men by these Presents That HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife, of R. D. # 1, Reading, County of Berks, and State of Pennsylvania,

hereinafter called the "Obligor", is held and firmly bound unto BANK OF PENNSYLVANIA, a Pennsylvania corporation having its principal office in the City of Reading, Berks County, Pennsylvania,

hereinafter called the "Obligee", in the penal sum of --

Fourteen Thousand ---------------------------------- Dollars ($ 14,000.00), lawful money of the United States of America, to be paid to the Obligee. Dated this 18th day of August, 19 71.

The Conditions of this Obligation are such, that if the Obligor shall pay to the Obligee, the just sum of ---------

Seven Thousand ------------------------------------- Dollars ($ 7,000.00) lawful money as aforesaid, with interest at the rate of seven per cent (7 %) per annum, as follows: Sixty Two and 92/100 -- Dollars ($ 62.92) on or before September 17, 1971, and a like amount monthly thereafter and the balance of principal and interest then remaining unpaid at the expiration of fifteen (15) years from the date hereof, the said installments to be applied first to interest on the unpaid balance of principal and the balance thereof to be applied on account of principal.

~~The Obligor hereby agrees that the aforesaid monthly payment shall include interest at the rate of per cent (%) per annum on the unpaid balance of principal, together with a premium for the privilege of being granted this loan at the rate of per cent (%) per annum on the unpaid balance of principal.~~

CANCELLED

and shall perform all of the provisions of this Bond and the accompanying Mortgage on the part of the Obligor to be performed; then this Obligation shall be void, but otherwise shall remain in full force and effect.

And Further the Obligor hereby authorizes and empowers any attorney of any Court of record in the Commonwealth of Pennsylvania, or elsewhere, to appear for and to enter and confess judgment against the Obligor, at any time or times and as of any term, for the penal sum above mentioned, with or without declaration, with costs of suit, without stay of execution, and with an attorney's commission of ten per cent (10%) of the principal indebtedness, but in no event less than the sum of One Hundred Dollars ($100.00).

And the Obligor hereby Further Covenants and Agrees as follows:

1. If the Obligor shall fail to pay any sum required to be paid by the Obligor under this Bond, or said Mortgage within thirty (30) days after the same becomes due and payable, or if Obligor shall fail to perform any other provision hereof or of said Mortgage on the part of the Obligor to be performed, then in any such event, at the option of the Obligee, the whole unpaid balance of the principal indebtedness together with all interest thereon and all other sums due hereunder or secured by said Mortgage or required to be paid by the Mortgagee thereunder, shall become due and payable immediately without notice to Obligor.

2. All of the terms, convenants, conditions and provisions of said Mortgage are incorporated herein by reference and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Bond.

3. The Obligor hereby releases the Obligee from all errors and defects in form or procedure whatsoever in entering said judgment, and agrees that no writ of error, appeal, petition to open or strike off judgment or other objection shall be filed or made with respect thereto.

4. The Obligor agrees that the mortgaged property may be sold upon a writ of execution for a money judgment, and hereby waives and releases all laws, now or hereafter in force, relating to exemption, appraisement, inquisition, or stay of execution.

5. The authority granted by the above warrant of attorney shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until the Obligor has paid all sums required to be paid by the Obligor under said Bond and Mortgage and has performed all of the other provisions thereof on the part of the Obligor to be performed.

6. In the event that there is more than one party named herein as Obligor, the word "Obligor" wherever occurring herein shall mean the plural. The obligation of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and its, his, her and their, and each of their, respective heirs, executors, administrators, successors and assigns.

hereinafter called the "Obligee", in the penal sum of --

Fourteen Thousand ---------------------------------- Dollars ($ 14,000.00), lawful money of the United States of America, to be paid to the Obligee. Dated this 18th day of August , 19 71.

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~~The Obligor hereby agrees that the aforesaid monthly payment shall include interest at the rate of per cent (%) per annum on the unpaid balance of principal, together with a premium for the privilege of being granted this loan at the rate of per cent (%) per annum on the unpaid balance of principal.~~

CANCELLED

and shall perform all of the provisions of this Bond and the accompanying Mortgage on the part of the Obligor to be performed; then this Obligation shall be void, but otherwise shall remain in full force and effect.

And Further the Obligor hereby authorizes and empowers any attorney of any Court of record in the Commonwealth of Pennsylvania, or elsewhere, to appear for and to enter and confess judgment against the Obligor, at any time or times and as of any term, for the penal sum above mentioned, with or without declaration, with costs of suit, without stay of execution, and with an attorney's commission of ten per cent (10%) of the principal indebtedness, but in no event less than the sum of One Hundred Dollars ($100.00).

And the Obligor hereby Further Covenants and Agrees as follows:

1. If the Obligor shall fail to pay any sum required to be paid by the Obligor under this Bond, or said Mortgage within thirty (30) days after the same becomes due and payable, or if Obligor shall fail to perform any other provision hereof or of said Mortgage on the part of the Obligor to be performed, then in any such event, at the option of the Obligee, the whole unpaid balance of the principal indebtedness together with all interest thereon and all other sums due hereunder or secured by said Mortgage or required to be paid by the Mortgagee thereunder, shall become due and payable immediately without notice to Obligor.

2. All of the terms, convenants, conditions and provisions of said Mortgage are incorporated herein by reference and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Bond.

3. The Obligor hereby releases the Obligee from all errors and defects in form or procedure whatsoever in entering said judgment, and agrees that no writ of error, appeal, petition to open or strike off judgment or other objection shall be filed or made with respect thereto.

4. The Obligor agrees that the mortgaged property may be sold upon a writ of execution for a money judgment, and hereby waives and releases all laws, now or hereafter in force, relating to exemption, appraisement, inquisition, or stay of execution.

5. The authority granted by the above warrant of attorney shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until the Obligor has paid all sums required to be paid by the Obligor under said Bond and Mortgage and has performed all of the other provisions thereof on the part of the Obligor to be performed.

6. In the event that there is more than one party named herein as Obligor, the word "Obligor" wherever occurring herein shall mean the plural. The obligation of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and its, his, her and their, and each of their, respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the Obligor has executed these presents the day and year above written.

Sealed and Delivered
IN THE PRESENCE OF:

Melvin Pollock

Hugh M. Quigley (SEAL)
(Hugh M. Quigley)

Elizabeth H. Quigley (SEAL)
(Elizabeth H. Quigley)

70-36

Bond and Warrant

HUGH M. QUIGLEY and
ELIZABETH H. QUIGLEY,
his wife,
TO

BANK OF PENNSYLVANIA

For $ 7,000.00

Dated 8/18/71

Secured By Mortgage on Premises: situate in Cumru Township, Berks County, Pennsylvania

LEON A. MILLER, ESQ., of
WILLIAMSON, MILLER, MURRAY
and LINTON
Attorney-at-Law
542 Court Street
Reading, Pennsylvania

Bond and Warrant

HUGH M. QUIGLEY and
ELIZABETH H. QUIGLEY,
his wife,
TO

BANK OF PENNSYLVANIA

For $ 7,000.00

Dated 8/18/71

Secured By Mortgage on Premises: situate in Cumru Township, Berks County, Pennsylvania

LEON A. MILLER, ESQ., of
WILLIAMSON, MILLER, MURRAY
and LINTON
Attorney-at-Law
542 Court Street
Reading, Pennsylvania

OWNER POLICY

Penn Title Insurance Company

226 NORTH SIXTH STREET
READING, PA.

Number	Amount
32712	$ 2,100.00

This Policy of Insurance Witnesseth that PENN TITLE INSURANCE COMPANY, *a Pennsylvania corporation, hereinafter called the Company, for value received does hereby insure*

HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife,

and all persons claiming the estate and property hereinafter mentioned under them *by descent, by will or under the intestate laws, and all other persons to whom this policy may be transferred with the assent of the Company, testified by the signature of the proper officer of the Company endorsed hereon, that the title of the assured to the estate, mortgage or interest described in Schedule A hereto annexed, is good and marketable, and clear of all liens and incumbrances charging the same at the date of this policy; saving such estates, defects, objections, liens, and incumbrances as may be set forth in Schedule B, or excepted by the conditions of this policy hereto annexed and hereby incorporated into this contract.*

Liability hereunder shall not exceed Two thousand, One hundred

dollars and any loss shall be payable upon compliance by the assured with the conditions hereto attached and not otherwise.

In Witness Whereof, *the common seal of the said Company is hereunto affixed*

this 30th *day of* June *in the year of Our Lord One Thousand Nine*

Hundred and sixty-nine *(19*69 *).*

PENN TITLE INSURANCE COMPANY

INCORPORATED APRIL 30, 1929

Edward S. Trexler, Jr.

President

Aaron B. Brumbach

Secretary

COUNTERSIGNED:

Number 32712 Amount $ 2,100.00

This Policy of Insurance Witnesseth that PENN TITLE INSURANCE COMPANY, *a Pennsylvania corporation, hereinafter called the Company, for value received does hereby insure*

HUGH M. QUIGLEY and ELIZABETH H. QUIGLEY, his wife,

and all persons claiming the estate and property hereinafter mentioned under them *by descent, by will or under the intestate laws, and all other persons to whom this policy may be transferred with the assent of the Company, testified by the signature of the proper officer of the Company endorsed hereon, that the title of the assured to the estate, mortgage or interest described in Schedule A hereto annexed, is good and marketable, and clear of all liens and incumbrances charging the same at the date of this policy; saving such estates, defects, objections, liens, and incumbrances as may be set forth in Schedule B, or excepted by the conditions of this policy hereto annexed and hereby incorporated into this contract.*

Liability hereunder shall not exceed Two thousand, One hundred

dollars and any loss shall be payable upon compliance by the assured with the conditions hereto attached and not otherwise.

In Witness Whereof, *the common seal of the said Company is hereunto affixed this* 30th *day of* June *in the year of Our Lord One Thousand Nine Hundred and* sixty-nine *(19*69 *).*

PENN TITLE INSURANCE COMPANY

INCORPORATED APRIL 30, 1929

Edward D. Trexler, Jr.

President

Secretary

COUNTERSIGNED:

Authorized Signature

PENNSYLVANIA TITLE ASSOCIATION STANDARD OWNER'S POLICY

GOES

SCHEDULE "A"

1. The estate or interest of the Assured covered by this policy.

OWNERS IN FEE SIMPLE.

2. The deed or other means by which title is vested in the Assured.

DEED: Frank M. Humphreys and Elizabeth H. Humphreys, his wife, TO Hugh M. Quigley and Elizabeth H. Quigley, his wife.

DATED: June 27, 1969.

RECORDED: June 30, 1969.

3. The real property, the title to which is herein insured, is situated in the County of Berks State of Pennsylvania, and is described as follows:

Township of Cumru, County of Berks and State of Pennsylvania, being all that certain lot or piece of ground situate on the southern side of Mountain View Road, leading from Grill to Morgantown Road, being lot No. 8, in the Development of Cheriton Place Section No. 1, and being more fully described in the Deed above referred to.

SCHEDULE "B"

Showing estates, defects or objections to title, and liens, charges or incumbrances thereon which do or may now exist and against which the Company does not agree to insure, and also showing Special Risks insured against.

1. Any variations in location or dimensions and any other objections, easements, or incumbrances which are visible on the ground or known to the insured.

2. Rights or claims of parties in possession not shown of record, and any facts which a correct survey and/or inspection of the premises would disclose.

3. Taxes accruing after January 1, 1969.

4. Subject to existing leases, easements and servitudes.

5. Easement of all roads, streets, lanes and avenues bounding or included within the boundaries of said premises.

6. Rights of any telephone, telegraph, electric, gas or pipe line Companies.

DEED: Frank M. Humphreys and Elizabeth H. Humphreys, his wife, TO Hugh M. Quigley and Elizabeth H. Quigley, his wife.

DATED: June 27, 1969.

RECORDED: June 30, 1969.

3. The real property, the title to which is herein insured, is situated in the County of Berks State of Pennsylvania, and is described as follows:

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Showing estates, defects or objections to title, and liens, charges or incumbrances thereon which do or may now exist and against which the Company does not agree to insure, and also showing Special Risks insured against.

1. Any variations in location or dimensions and any other objections, easements, or incumbrances which are visible on the ground or known to the insured.

2. Rights or claims of parties in possession not shown of record, and any facts which a correct survey and/or inspection of the premises would disclose.

3. Taxes accruing after January 1, 1969.

4. Subject to existing leases, easements and servitudes.

5. Easement of all roads, streets, lanes and avenues bounding or included within the boundaries of said premises.

6. Rights of any telephone, telegraph, electric, gas or pipe line Companies.

7. Thirty-five foot reserve building line as in Plan Book 24, page 34.

8. Subject to Township of Cumru Ordinances and zoning regulations.

9. Subject to sewer and drainage regulations of Township of Cumru.

10. This Company assumes no liability for the legal or physical opening, vacating,

SCHEDULE "B" (Continued)

maintaining, narrowing, widening or change of grade of roads, avenues, streets, lanes, alleys or ways.

11. Company does not guarantee any improvements and assumes no liability for any charge or assessments for same made or to be made in any street, alley or road bounding or included within the boundaries of above premises.

12. Possible additional assessment for School Taxes.

13. Covenants, restrictions governing Cheritan Place, Sec. No. 1, as in Misc. Book 252, page 1146.

14. Thirty foot reservation for water course runs through lot.

15. Rights of way to Metropolitan Edison Company as in Misc. Book 176, page 268; Misc. Book 234, page 528; and Misc. Book 255, page 63.

16. Rights of others in and to stream running through premises.

A Policy of Title Insurance necessarily relates solely to the title prior to its date, and is not extended by the approval of any transfer thereof. Assignees of the Insured can protect themselves against intermediate claims and losses only by obtaining a new policy.

THIS POLICY IS TRANSFERRED AS FOLLOWS:

12. Possible additional assessment for School Taxes.

13. Covenants, restrictions governing Cheritan Place, Sec. No. 1, as in Misc. Book 252, page 1146.

14. Thirty foot reservation for water course runs through lot.

15. Rights of way to Metropolitan Edison Company as in Misc. Book 176, page 268; Misc. Book 234, page 528; and Misc. Book 255, page 63.

16. Rights of others in and to stream running through premises.

A Policy of Title Insurance necessarily relates solely to the title prior to its date, and is not extended by the approval of any transfer thereof. Assignees of the Insured can protect themselves against intermediate claims and losses only by obtaining a new policy.

THIS POLICY IS TRANSFERRED AS FOLLOWS:

DATE	ASSIGNOR	ASSIGNEE	WITNESS	APPROVED

ments or answers, or suppression or breach of warranty contained in the application, of which such assignee was ignorant at the time the assent to the transfer was endorsed by the Company.

3. Defects, liens and incumbrances created or suffered by the Insured or for which the Insured was liable or responsible at the date of the Policy, are excepted from the insurance.

4. Where the liability of the Company is solely to the holder of a Policy as collateral security, such liability shall in no case exceed the amount of the pecuniary interest of such holder in the property described, nor shall such liability in any case exceed the actual value of the estate or interest insured. But if the holder hereof, as aforesaid, shall purchase such estate or interest at a public sale thereof, under foreclosure or other proceedings legally and duly conducted, the Company will approve a transfer of this Policy to such purchaser, subject to the conditions herein, with the same liability as if the said purchasers were still holding said property as collateral security as aforesaid.

5. This Policy may be transferred as follows, viz:—

I. As collateral security to Mortgages, holders of ground-rents, or others interested only as creditors in the title insured.

II. If it shall have been issued solely upon a ground-rent, mortgage or other incumbrance, to the assignee of such ground-rent, mortgage or incumbrance.

III. If it shall have been issued to cover some special risk, the insurance against such risk may be transferred.

6. In case of transfers of the Policy, defects and incumbrances arising after the date of the Policy, or created or suffered by the

8. All payments under this Policy shall reduce the amount insured pro tanto; and no payment can be demanded without producing the Policy for endorsement of such payment. If the Policy be lost, indemnity must be furnished to the satisfaction of the Company.

9. Whenever the Company shall have settled a claim under this Policy they shall be entitled to all the rights and remedies which the Insured would have had against any other person or property had the Policy not been issued. The Insured undertakes to transfer to the Company such rights, or to permit it to use the name of the Insured, for the recovery thereof. If the payments do not cover the loss of the Insured, the Company shall be interested in such rights with the Insured, in the proportion of the amount paid to the amount of the loss not thereby covered. The insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the Insured.

10. If claim be made because of unmarketability, or defect of title, or of liens or incumbrances not excepted in this Policy, the Company shall have the right to take the estate or interest insured at its then market value, irrespective of the alleged defect, lien or incumbrance, and shall be entitled to a conveyance thereof, with proper allowance for all defects, liens or incumbrances not insured against by this Policy. And no action shall be brought against the Company for any claims under this Policy, until thirty days after notice, in writing, of such claim. In the event of a disagreement as to the value, the same shall be fixed by a majority of three appraisers, one chosen by the Company, one by the Insured, and the third by the two thus chosen; the valuation thus fixed shall be final and conclusive.

OWNER POLICY

No. 32712

Penn Title Insurance Company

226 NORTH SIXTH ST.
READING, PA.

Name of Insured
HUGH M. QUIGLEY and
ELIZABETH H.
QUIGLEY, his wife

Amount
$2,100.00

Title To
Lot 8, Cheriton Place,
Sec. 1, Cumru Township,
Berks County, Penna.

LITHO U.S.A.

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CONDITIONS OF THIS POLICY

Penn Title Insurance Company of Reading, will at its own cost, defend the Insured in all actions of ejectments or other proceedings founded upon a claim of title, lien or incumbrance prior in date to this Policy, and not excepted therein. In case any person having an interest in this Policy shall receive notice or have knowledge of any such action or proceeding, it shall be the duty of such person at once to notify the Company thereof in writing, and secure it the right to defend the action. Unless the Company shall be so notified within fifteen days, the insurance shall be void as to such person.

2. Any untrue statement or suppression of any material fact, made by or with the knowledge of the Insured before the issuing of the Policy shall avoid the Policy; but an assignee for value to whom the Policy has been transferred with the assent of the Company endorsed thereon, shall not be affected by any untrue statements or answers, or suppression or breach of warranty contained in the application, of which such assignee was ignorant at the time the assent to the transfer was endorsed by the Company.

3. Defects, liens and incumbrances created or suffered by the Insured or for which the Insured was liable or responsible at the date of the Policy, are excepted from the insurance.

4. Where the liability of the Company is solely to the holder of a Policy as collateral security, such liability shall in no case exceed the amount of the pecuniary interest of such holder in the property described, nor shall such liability in any case exceed the actual value of the estate or interest insured. But if the holder hereof, as aforesaid, shall purchase such estate or interest at a public sale thereof, under foreclosure or other proceedings legally and duly conducted, the Company will approve a transfer of this Policy to such purchaser, subject to the conditions herein, with the same liability as if the said purchasers were still holding said property as collateral security as aforesaid.

5. This Policy may be transferred as follows, viz:—

I. As collateral security to Mortgages, holders of ground-rents, or others interested only as creditors in the title insured.

II. If it shall have been issued solely upon a ground-rent, mortgage or other incumbrance, to the assignee of such ground-rent, mortgage or incumbrance.

III. If it shall have been issued to cover some special risk, the insurance against such risk may be transferred.

6. In case of transfers of the Policy, defects and incumbrances arising after the date of the Policy, or created or suffered by the Insured, are not to be deemed covered by the contract. And no such transfer shall be valid until it shall have been approved by the Company; and such approval may be refused, if not applied for within thirty days after the conveyance or assignment of the interest insured. The Company will be entitled to a fee of one dollar for each transfer approved.

7. All interest in this Policy (savings that for damages accrued) shall cease by the transfer of the Policy, or of the title insured, except where the transfer of the Policy is authorized by its conditions and has been approved as provided in Condition 6. Partial transfers of title shall reduce the insurance in the proportion of the value of the Estate transferred to that retained. Such transfers shall not affect the interest of a holder of this Policy as collateral security, with the assent of the Company endorsed.

8. All payments under this Policy shall reduce the amount insured pro tanto; and no payment can be demanded without producing the Policy for endorsement of such payment. If the Policy be lost, indemnity must be furnished to the satisfaction of the Company.

9. Whenever the Company shall have settled a claim under this Policy they shall be entitled to all the rights and remedies which the Insured would have had against any other person or property had the Policy not been issued. The Insured undertakes to transfer to the Company such rights, or to permit it to use the name of the Insured, for the recovery thereof. If the payments do not cover the loss of the Insured, the Company shall be interested in such rights with the Insured, in the proportion of the amount paid to the amount of the loss not thereby covered. The insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the Insured.

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